

### भाकुअनुप - भारतीयमृदाएवंजलसंरक्षणसंस्थान

### I C A R - INDIAN INSTITUTE OF SOIL & WATER CONSERVATION अनुसंधानकेंद्र, पोस्टबॉक्सनं: 12, सुनाबेडा-763002, जिला:कोरापट (ओडिशा)

- 3. जार का प्राप्त गर सुनाबडा-/63002, जिला:कोरापुट (ओडिशा) RESEARCH CENTRE, POST BOX NO:12, SUNABEDA-763 002, DIST: KORAPUT (ODISHA) प्रोत्त प्राप्त के कि. कि. के कि. क

06853-220124

ई-मेल <u>cswcrtikoraput@rediffmail.com</u> E-mail: <u>cswcrtikoraput@gmail.com</u>

No. REWARD\_IISWC\_KPT\_2022-23/175

Dated:	17	/01	/2023

- A. Last date of receipt of quotation at the Centre is at 14.30 hrs on 02/02/2023.
- B. Quotations to be opened at 15.30 hrs on 02/02/2023.
- C. Quotation to remain open for acceptance upto 90days from the date of opening.

То	
10	UHI(M)), ARCHITECTURE BETTATA BETTA
Sub:-	Limited quotations in two bid system (Technical and Financial bid separately) for "Laying of Vitrified tiles" - reg.
Dear Si	ir,

Sealed Limited Tender/Quotations in two bid systems (Technical & Financial Bid) for Laying of Vitrified tiles" at ICAR-IISWC, RC, Main Office building, Sunabeda as per following scope of works:-

S#	Particulars	Quantity
A	Dismantling of existing CC / marble floor upto 1.5" to 2" depth (a situation) by manually /mechanically means including leveling, a material within 50 meters lead as per direction of Engineer-in-charge	disposal of
1	Dismantling stone slab flooring laid in cement mortar including stacking of serviceable material including border and disposal of unserviceable material within 50 meters lead.	450 sqm.
2	Demolishing cement concrete manually/ by mechanical means including border and disposal of material within 50 meters lead as per direction of Engineer - in - charge.	550 sqm.
	Nominal concrete 1:3:6 or richer mix (i/c equivalent design mix)	
В	Removal and re-fixing of existing Aluminum / Wood panel doors	
3	Dismantling doors (Aluminum/wood panel doors) including chowkhats complete and stacking within 50 metres lead: (of area below 3 sq.m)	10 nos.
4	Re-fixing of doors (Aluminum/wood panel doors) including chowkhats complete (of area below 3 sqm)	10 nos.
С	Laying of tiles	
5	Laying glossy double charged Vitrified Floor Tile with different sizes laid with cement based high polymer modified quick set tile adhesive (water based) conforming to IS:15477, in average 6mm thickness, size of tile 600X600mm (60cm X 60cm).	1000 sqm

In case your firm is in a position to execute the above work, kindly send your bid in two bid systems. The first sealed envelope shall contain Technical Bid and second sealed envelope financial bid. Both these envelope shall be further kept in single sealed cover envelope superscribing as "Laving of Vitrified tiles".

The details of documents to be kept in technical and financial bid envelope is as under:-

#### 1. Technical Bid Envelope

The firm shall submit its technical bid in separate sealed envelope superscribing as "Technical Bid for "Laying of Vitrified tiles" wherein the following documents shall be kept to be declared as responsive bidder failing which quotation shall be treated as un-responsive and rejected:

- i. A copy of complete set of Limited Tender Enquiry document sent to the firm affixing firm's seal and signature of authorized person on each page to evident and certify all terms & conditions and requisite certificates. In case this document is not attached with the quotation, the quotation will be rejected.
- ii. EMD / MSME should be submitted along with Technical bid. Earnest Money Deposit of Rs.30.000/- (Rupees Thirty thousand) only in the shape of Demand Draft/FDR/Bank Guarantee favour of to "Head, ICAR-IISWC: payable at State Bank of India, Sunabeda. (Mandatory document)
- iii. Self attested copy of PAN Card (Mandatory).
- iv. Self attested copy of GST (Mandatory).
- v. Self attested photocopy of Valid License (Civil) (Mandatory).
- vi. Registration of firm with appropriate government agency for execution of any branch of civil work under contract. The registration should be valid to the place where work has to be executed i.e. at ICAR-IISWC, RC, Main Office Building, Sunabeda (Mandatory document).
- vii. A certificate to the effect that that the firm has not been blacklisted/debarred by any government organization/undertakings and no legal/criminal suit is pending or contemplated against it (Mandatory document).
- viii. Copies of ITRs for last three financial years (2019-20, 2020-21 & 2021-22) (Mandatory document).

# The price bid of only those bidders shall be opened who will be declared as responsive after evaluation of technical bid.

#### 2. Financial Bid Envelope

The firm shall submit its financial bid in separate sealed cover superscribing as "Financial Bid for "Laying of Vitrified tiles"" in the prescribed format in <u>Annexure-I</u> in firm's letter head showing registration of firm, GST No., terms & condition of work, warranty period etc.

The last date and time for receipt of quotation is upto 02/02/2023 till 14.30hrs. The Technical Bid of the bidders shall be opened on the same day i.e. on 02/02/2023 at 15.30hrs in Committee Room of ICAR-IISWC, SUNABEDA. The limited quotations received after last date and time i.e. 02/02/2023 till 14.30hrs shall not be accepted/entertained. After evaluation of technical bid, the date of opening of financial bid shall be communicated to the responsive firms in due course of time. Incase the date of opening of Technical / financial bid falls / declared on any of the closed holiday, the same will be opened very in next day.

#### Terms & conditions of the Limited Tender Enquiry is as under:

- 1. The firm shall be responsible for execution of work as per scope of work given above.
- 2. The firm shall execute the work under the contract under the supervision of Institute's nominated officer.
- 3. The criteria for selection of successful bidder shall be Lowest Price Bid (L-1 rates) quoted by the responsive bidder. In case, L-1 rate of a item of more than one firm is same, then the work shall be awarded to that firm which is having maximum turn-over during last three years as per ITR to be attached by the bidder along with its bid.

- 4. The Firm shall ensure that quotation is properly sealed and prepared so as to prevent any subsequent alteration and replacement. All terms & conditions of the contract should be clearly spelt out in the quotation.
- 5. The firm may deposit/attach demand draft of Rs.30,000/- (Rupees Thirty thousand) only towards Earnest Money Deposit (EMD) in favour of "Head, ICAR-IISWC" payable at State Bank of India, Sunabeda alongwith its technical bid. Firm registered with NSIC/MSME will be exempted for deposition of EMD but they will have to submit its registration certificate. In case successful firm fails to accept/execute the work, EMD shall be forfeited. No interest shall be paid on the EMD. The EMD shall be refunded after deposition of performance security deposit by the successful bidder.
- 6. The work executed by the firm along with used material shall be kept under warranty/observation for a period of six months. Hence, 3% Performance Security Deposit of the quoted rate shall be deposited by the successful firm. This Performance Security shall be refunded to the firm after six months + 60 days from the date of work completion report.
- 7. No interest on EMD and Performance Security Deposit shall be given,
- 8. The validity of quotation should be 90 days from the date of opening of tender.
- 9. Complete details and ISI specification of the material to be used in work under contract, if any must accompany with the quotation.
- 10. Catalogue of the material, <u>if any</u> of requisite goods required for work under contract should be attached with the quotation.
- 11. The material to be used in work under contract will be subject to inspection and approval before execution of work.
- 12. Manufacturers/supplier warranty certificates and manufacturer/government approved lab test certificate for the items used, if any should also be furnished alongwith quotation.
- 13. Quotation should be clearly filled in by blue/black ink pen. This should be free from any correction/erasure. In case there is any unavoidable correction, it should be properly attested by the firm, if it is not done, it will not be considered.
- 14. The Head, ICAR-IISWC, RC, Sunabeda reserves right to accept or reject any or all quotations without assigning any reason thereof and also is not bound to accept the lowest quotation.
- 15. Participation in this tender is by invitation only and is limited to the firms to whom Limited Tender Enquiry has been sent.
- 16. The Limited Tender Enquiry is also being uploaded/published on Institute Website and CPP Portal. The quotations received against advertisement on Institute website/CPP portal. The responses against such publication of LTE on CPP Portal and Institute website shall be treated as unsolicited and will not be considered under this particular LTE. However, such firms shall be included in future tendering.
- 17. Terms of delivery/execution of work:- At ICAR-IISWC, RC, Main Office building, Sunabeda.
- 18. Execution of work (execution of work, testing and commission) :- within 30 days from the date of issue of work order.
- 19. Term of inspection of material/work :- By the purchaser's authorized representative.
- 20. Once offer of the firm is accepted, the prices quoted should be firm till the work is executed.

#### Earnest Money Deposit & Performance Security:

- 21. The quotations should be accompanied with an amount of Rs.30,000/- (Rupees Thirty thousand) in the form of **Demand Draft only** drawn in favour of "**Head of the Centre, ICAR-IISWC**" payable at State Bank of India, Sunabeda. EMD will be forfeited if the tenderer withdraws or amends or impairs or derogates from the tender in any respect with the period of validity of its tender. Failure to furnish Security Deposit shall be treated as breach of Contract and shall entail cancellation of contract.
- 22. If tenderer does not accept the offer, after issue of letter of award by this Research Centre within 15 days, the offer made shall be withdrawn and the EMD & Security amount deposit will be forfeited without any further notice.

#### 23. Price structure:-

- a) The firm may submit its Financial Bid in the prescribed format as per Annexure-I.
- b) The rates and prices quoted shall be in Indian Rupees only.
- c) GST, if applicable in any item should be inclusive.

- 24. <u>Terms of payment</u>:- Payment shall be release after successful/satisfactory completion of work within the prescribed period and verification of quality and quality etc. by the indenter.
- 25. Warranty Clause: Six months from the date of completion of work.
- 26. <u>Dispute Resolution Mechanism</u>:- If any dispute or difference arises between the purchaser and the supplier relating to any matter connected with the supply/work, the parties shall make every effort to resolve the same amicably by mutual discussions. However, If the parties fail to resolve the dispute or difference by such mutual discussion within 30 days, either the purchaser or the supplier may give notice to the other party of its intention to refer the same to arbitration. The arbitration shall commence thereafter as per prescribed rules/guidelines of Arbitration.
- 27. Any dispute is subject to the jurisdiction of the Court at Koraput.
- 28. Liquidated Damage Clause: In case firm's quotation is accepted and order is placed, the work against the order should be made/executed within 30 days failing which a sum equivalent to 1/2 % (half percent) of the total value of the item covered in the order will be imposed as Liquidity Damage on per day basis subject to a maximum of 10% (Ten percent) unless extension is obtained in writing from the office on valid ground before expiry of delivery period. Thereafter the work orders automatically deemed to be cancelled with forfeiture of EMD deposited by the firm.

(Head of the Centre)
ICAR-IISWC, RC, SUNABEDA

### ICAR-Indian Institute of Soil & Water Conservation Research Centre, Sunabeda, Dist: Koraput

#### UNDERTAKING

Original copy of the certificate in Non-judicial stamp paper of Rs.100/- along with EMD to be submitted concerned Officer at the executing Office  ${\bf P}$ 

(Scanned copy to be uploaded alongwith technical bid)

I/We have read and understood general terms and conditions contained in the limited tender document for Laying of Vitrified tiles at ICAR-IISWC, RC, SUNABEDA. I/We do hereby declare that all the details provided in this tender document are true to the best of my/our knowledge and belief and any misrepresentation of facts will render me/us liable to any action as may be deemed fit by ICAR-IISWC, Research Centre, Sunabeda, Dist:Koraput (Odisha).

I/We do hereby also accept ICAR-IISWC, Research Centre, Sunabeda, Dist:Koraput (Odisha) have the right to accept or reject this tender and not to issue invitation to Tender to me/us.

I/We undertake to communicate promptly to ICAR-IISWC, Research Centre, Sunabeda, Dist:Koraput (Odisha) any changes in the condition or working of the firm. It is certified that we have not been blacklisted by any organization of Government of India including Central Vigilance Commission (CVC) in the last three years. The undersigned is fully authorized to sign and submit this application form on behalf of the organization, he/she represent. We authorize ICAR-IISWC, Research Centre, Sunabeda, Dist:Koraput (Odisha) to approach Individuals, employees, firm and corporations to verify our competence and general reputation.

Name & Signature of Authorized signatory		
Seal of the firm	•	
	Full Address:	
	WHITE THE PROPERTY OF THE PROP	
	21017CH101010597H11111141401H11517CL2441414171D101610H10141111111	

# ICAR-Indian Institute of Soil & Water Conservation Research Centre, Sunabeda, Dist: Koraput

Checklist for technical bid

S# Particular Information/document to be provide by the firm  1 Name of the Firm  2 Registered / Postal Address 3 Scanned Copy of Permanent Account Number (PAN) 4 Scanned Copy of GST/ Service Tax Registration No, as applicable 5 Scanned Copy of the Bulistment Order 6 Licence of the electrical firm, who will execute the electrical part of the job 7 Scanned Copy of the Farnest Money Deposited (DD) 8 Scanned Copy of the receipt of the Earnest Money Deposited (DD) 9 The firm/agency must enclose a certificate indicating that there is no criminal legal suit pending or contemplated against it. 10 An Undertaking as per attached Format duly attested by Notary on a non-judicial stamp paper of value of Rs.100/-(Rupees One Hundred Only) regarding their non-blacklisting by any of the Govt. Departments, Public Sector Undertakings and/or by Central Vigilance Commission during the last three years. (As per annexure IV) 11 Name and Address of the Firm's Representative who will attend the meeting of opening of technical and financial bid 12 Any other relevant information 13 Bank details: Scanned copy showing the following details A Bank Name B Branch Address C Account No. D Type of Account (Current/Savings) E MICR No F RTGS/NEFT Code  Date: Name of the Authorized Signatory Place: Stamp & Signature			Checklist for technical bid			
Registered / Postal Address  Scanned Copy of Permanent Account Number (PAN)  Scanned Copy of GST / Service Tax Registration No., as applicable  Scanned Copy of the Bnlistment Order  Licence of the electrical firm, who will execute the electrical part of the job  Scanned Copy of the Earnest Money Deposited (DD)  Formal Copy of the Earnest Money Deposited (DD)  An Undertaking as per attached Format duly attested by Notary on a non-judicial stamp paper of value of Rs.100/- (Rupees One Hundred Only) regarding their non-blacklisting by any of the Govt. Departments, Public Sector Undertakings and/or by Central Vigilance Commission during the last three years. (As per annexure IV)  Name and Address of the Firm's Representative who will attend the meeting of opening of technical and financial bid  Any other relevant information  Bank details: Scanned copy showing the following details  A Bank Name  B Branch Address  C Account No.  D Type of Account (Current/Savings)  E MICR No  F RTGS/NEFT Code  Date:  Name of the Authorized Signatory  Place:	S#		Particular			
Scanned Copy of Permanent Account Number (PAN)  Scanned Copy of GST / Service Tax Registration No., as applicable  Scanned Copy of the Enlistment Order  Licence of the electrical firm, who will execute the electrical part of the job  Scanned Copy of the Earnest Money Deposited (DD)  To Scanned Copy of the Earnest Money Deposited (DD)  The firm/agency must enclose a certificate indicating that there is no criminal legal suit pending or contemplated against it.  An Undertaking as per attached Format duly attested by Notary on a non-judicial stamp paper of value of Rs.100/- (Rupees One Hundred Only) regarding their non-blacklisting by any of the Govt. Departments, Public Sector Undertakings and/or by Central Vigilance Commission during the last three years. (As per annexure IV)  Name and Address of the Firm's Representative who will attend the meeting of opening of technical and financial bid  Name and Address of the Firm's Representative who will attend the meeting of opening of technical and financial bid  A Bank Name  B Branch Address  C Account No.  D Type of Account (Current/Savings)  E MICR No  F RTGS/NEFT Code  Date:  Name of the Authorized Signatory  Place:	1	Na	me of the Firm			
Scanned Copy of GST/ Service Tax Registration No., as applicable  Scanned Copy of the Bnlistment Order  Licence of the electrical firm, who will execute the electrical part of the job  Scanned Copy of the Earnest Money Deposited (DD)  Scanned Copy of the receipt of the Earnest Money Deposited (DD)  The firm/agency must enclose a certificate indicating that there is no criminal legal suit pending or contemplated against it.  An Undertaking as per attached Format duly attested by Notary on a non-judicial stamp paper of value of Rs.100/- (Rupees One Hundred Only) regarding their non-blacklisting by any of the Govt. Departments, Public Sector Undertakings and/or by Central Vigilance Commission during the last three years. (As per annexure IV)  Name and Address of the Firm's Representative who will attend the meeting of opening of technical and financial bid  Any other relevant information  Bank details: Scanned copy showing the following details  A Bank Name  B Branch Address  C Account No.  D Type of Account (Current/Savings)  E MICR No  F RTGS/NEFT Code  Date:  Name of the Authorized Signatory  Place:	2	Re	gistered / Postal Address			
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B Branch Address C Account No. D Type of Account (Current/Savings) E MICR No F RTGS/NEFT Code Date:  Name of the Authorized Signatory  Place:	13	Bar	nk details: Scanned copy showing the following details			
C Account No.  D Type of Account (Current/Savings)  E MICR No  F RTGS/NEFT Code  Date:  Name of the Authorized Signatory  Place:		A	Bank Name			
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E MICR No F RTGS/NEFT Code  Date:  Name of the Authorized Signatory  Place:		С	Account No.			
F RTGS/NEFT Code  Date:  Name of the Authorized Signatory  Place:		D	Type of Account (Current/Savings)			
Date: Name of the Authorized Signatory Place:		E	MICR No			
Name of the Authorized Signatory Place:			RTGS/NEFT Code			
Place:						
			he Authorized Signatory			
Stamp & Signature						
	Stam	p & 5	Signature			

Name of the Authorized Signatory	
Place:	
Stamp & Signature	
Date:	
Place:	Authorized Signatory

# ICAR-Indian Institute of Soil & Water Conservation Research Centre, Sunabeda, Dist: Koraput

# (To be submitted in firms letter head)

## FINANCIAL BID

i. Name of the Firm (In Capital Letters)	:-
ii. Registered Address	; <del>-</del>
iii. Telephone No.	; <del>-</del>
iv. Address of operating Branch Address in Sunabeda	÷
v. Contact Person with contact number (duly authorized	d):-
Sir,	
We wish to submit our financial bids (rates) for prov IISWC, RC, SUNABEDA on the enclosed rates:-	viding Laying of Vitrified tiles at ICAR-
I/we agree to forfeit the earnest money, if I/we for conditions in whole or in part laid down in the Tender	
I/we have carefully read the terms & conditions of the letter and spirit.	ne tender and agreed to abide by these in
Name & Signature of Authorized signatory	**************************************
Seal of the firm	
Full Address:	

Qualifying Bid Document Name of work: LAYING OF TILES

1	Name, Address and Telephone Number of Tenderer
2	Valid registration no.
3	PAN Number
4	TIN Number
5	Bank account No.
6	Name of Banker
7	Whether the firm has any legal suit /criminal case pending against it for violation of any law of court (give details).

**Declaration** 

I hereby certify that the information furnished above is full and correct to the best of our knowledge. We understand that in case any deviation in the above statement at any stage, the company will be blacklisted and will not have any dealing with this office in future.

(Signature & Seal)

Name of the company along with : Address & Telephone No.

Rates Ouoted

	Rates Quoted	<del>,</del>				
S#	Particular	Qnty.	Unit	Rate	Amount	
				Rs.)	(Rs.)	
A	Dismantling of existing CC / marble floor upto 1	.5" to 2	" dep	th (as	per site	
	situation) by manually /mechanically means including disposal of material within					
	50 meters lead as per direction of Engineer-in-charge					
1	Dismantling stone slab flooring laid in cement mortar	300				
	including stacking of serviceable material and disposal	sqm.				
ļ	of unserviceable material within 50 meters lead.	- 1				
2	Demolishing cement concrete manually/ by mechanical	70				
	means including disposal of material within 50 meters	cum				
	lead as per direction of Engineer - in - charge.					
	Nominal concrete 1:3:6 or richer mix (i/c equivalent					
	design mix)					
В	Removal and re-fixing of existing Aluminum / Wood p	anel doo	rs	·		
1	Dismantling doors (Aluminum/wood panel doors)	10				
	including chowkhats complete and stacking within 50	nos.				
	metres lead ; (of area below 3 sq.m)					
2	Re-fixing of doors (Aluminum/wood panel doors)	10			_	
	including chowkhats complete (of area below 3 sqm)	10		İ		
		nos.				
C	Laying of tiles					
1	Laying glossy double charged Vitrified Floor Tile with	860				
	different sizes laid with cement based high polymer	sqm	Ī			
	modified quick set tile adhesive (water based)	^				
	conforming to IS:15477, in average 6mm thickness, size					
'	of tile 600X600mm (60cm X 60cm).					

#### **DRAFT AGREEMENT**

This agreement made thisday ofmonth Two thousand Tv	enty Two between
year the Head of the Centre, ICAR-Indian Institute of Soil & Water Conservation	, Research Centre
Sunabeda (Koraput) herein after called the First Party and	herein after
called the Second Party.	

WHEREAS in pursuance of the above named Second Party's e-tender bid vide having been considered by the First Party, it has been decided by the First Party to award the said job work to the Second Party and whereas the said second party hereby agreed to execute the said job work of the First Party strictly as per the work order with the following terms and conditions:

#### **TERMS AND CONDITIONS:**

- 1. The work should be started with immediate effect after getting the work order from the Research Centre and should be completed within the stipulated time therefrom.
- 2. The contractor/firm/party (the party of the second part) should give the minimum wages to the labourer (s) as per the Govt. of India rates as amended from time to time including all other fringe benefits as per labour laws of Government of India.
- 3. The work should be started and completed as per the instructions given in writing from time to time by the party of the first part or their representative.
- 4. If the contractor does not abide by the conditions of the contract and does not complete the work satisfactorily in time, the contract will be terminated and thereby his security deposit will be forfeited.
- 5. If the work is not completed within the stipulated time or not done properly and thereby if the Research Centre suffers any loss, the contractor will have to compensate for the loss. In this connection the decision of the Head of the Centre for the amount of loss to be compensated will be final.
- 6. The contractor will submit the bill to the office of the First Party for the quantum of work done each time in triplicate for making payments following all essential formalities mentioned in the bid.
- 7. The contractor or persons engaged by him should not involve themselves in any unwanted activities harmful to the party of the first part and if they are found to be indulging in such unwanted activities, suitable action will be taken and they will be prosecuted as per rules / instructions. Also the contract may be withdrawn forfeiting the security deposit.
- 8. The contractor should ensure not to employ any worker of doubtful character (which he should get verified from the local police station) and submit the copy to the party of the first part.
- 9. The workers employed by the contractor will not have any right in any way to have an employment in the Research Centre neither on casual basis not against any permanent vacancy.
- 10. Income Tax will be deducted at source from the payment of the contractor as per the relevant rules. It is the sole responsibility of the second party to pay the GST as per norms and conditions of Govt. from time to time.
- 11. The party of the second part will be responsible for providing medical treatment to his workers deployed. The party of first part will not be responsible in any way for providing any compensation with respect to the injuries from the accident or death of the worker of the party of the second part while carrying out the works. The party of the second part should make his won arrangements for providing medicine / first aid etc. to his workers.

- 12. The contractor shall comply with the provisions of all laws including Employees State Insurance Act. Employees P.F Act. And timely payment of all their dues if any, in respect of the employees engaged by him for rendering the aforesaid services as per norms and shall keep THE EMPLOYER absolved from all acts and omissions, faults, breaches and / or claims, demands, loss, injury, death and expenses to which the EMPLOYER may be put or involved as a result of CONTRACTOR's failure to fulfill any of the above obligations and THE EMPLOYER shall be entitled to recover any such losses or expenses which it may have to suffer on account of such claims, demands, loss or injury from the CONTRACTOR's bill or from security deposit or from any money due to CONTRACTOR without prejudice to its any other rights under the law.
- 13. Rate of contract work will be the same as quoted by the party of the Second part and accepted by the party of the first part and as shown in the work order.

#### NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

That in consideration of the said acceptance letter/work order rates as also of agreement for good and faithful services to be rendered and performed by the Second Party in execution of the said contract work, subject to the terms and conditions as aforesaid, the contract for said work is hereby awarded to the said Second Party. That the second party hereby specifically agreed to execute the said contract work strictly as per the terms and conditions of the contract. And that the said second party shall be deemed to have carefully examined the specifications and all other documents forming part and parcel of the subject contract work and also to have satisfied himself as to the nature and character of the work to be executed, and shall carryout the contract work and complete executions of the said work to be entire satisfaction.

That the contract shall be deemed to have come into force with effect from....../2022 being the date of commencement of work, and the second party shall complete the work in all respects within the stipulated date of completion.

That it is agreed between the parties that the non exercise of any or all of the rights of the first party under this agreement will not in any manner amount to waiver of the rights of the first party contained in the terms and conditions of this contract and the liability of the second party either of past or future shall remain unaffected.

Notwithstanding anything mentioned by either party in any other documents whatsoever, only the conditions included in this agreement, the conditions laid down in the bid document published by the first part, General conditions of Contract, special conditions and all contract act(s), , schedule of materials, bill of quantities, drawings, acceptance letter and work order and any other conditions mutually agreed to by the parties—subsequently, shall—only prevail—and all those documents shall be integral parts of this contract. In addition to what is included in the general conditions of this contract, it is once again specifically agreed to by the parties that they shall initiate suits and all other legal cases whatsoever arising out of or relating to the said contract work, the same shall be decided in arbitration as per the clauses agreed to by the parties in general conditions of the contract.

In witness whereof, the parties to this agreement have set their hands on the day, month and year aforementioned.

Witness

Signature of the 1st party

1.

Signature of the IInd party.